

LOS ANGELES HIGH INTENSITY DRUG TRAFFICKING AREA
SOUTHERN CALIFORNIA DRUG TASK FORCE
STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
AND
THE LOS ANGELES POLICE DEPARTMENT
AMENDMENT

This Amendment is made between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Los Angeles Police Department (hereinafter "LAPD"). The DEA is authorized to enter into this Agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.


Whereas, there is evidence that trafficking in narcotics and dangerous drugs exists in the Los Angeles High Intensity Drug Trafficking Area (Los Angeles, Orange, Riverside, and San Bernardino Counties) and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the City of Los Angeles, the parties hereto agree to the following:

1. The Southern California Drug Task Force (hereinafter "SCDTF"), a Los Angeles High Intensity Drug Trafficking Area (hereinafter "LA-HIDTA"), will perform the activities and duties described below:
 - a. Disrupt the illicit drug traffic in the LA-HIDTA by immobilizing targeted violators and trafficking organizations;
 - b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. Conduct undercover operations where appropriate, and engage in other traditional methods of investigation in order that task force activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the SCDTF, the LAPD agrees to assign one (1) experienced officer to the SCDTF for a period of not less than two years. During this period of assignment, the LAPD officer will be under the direct supervision and control of the DEA supervisory personnel assigned to the task force.

3. The LAPD officer assigned to the task force shall adhere to the DEA policies and procedures. Failure to adhere to the DEA policies and procedures shall be grounds for dismissal from the task force. Officers assigned to the task force shall also remain subject to the policies, procedures, and regulations of their parent agency. Any conflict between the DEA policies and procedures and those of the parent agency shall be resolved by the DEA Special Agent in Charge or his designee, and the chief law enforcement officials of the participating agencies.
4. The LAPD officer assigned to the task force shall be deputized as a task force officer of the DEA pursuant to 21 U.S.C. § 878.
5. To accomplish the objectives of the SCDTF, the DEA will assign Special Agents to the task force. The HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the LAPD officer assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the SCDTF, the LAPD will remain responsible for establishing the salary and benefits, including overtime, of the LAPD officer assigned to the task force, and for making all payments due to him or her.
7. In no event will the LAPD charge any indirect cost rate to the DEA for the administration or implementation of the Agreement.
8. The LAPD shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with generally accepted accounting principles and instructions provided by the DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The LAPD shall permit and have readily available for examination and auditing by the DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. The LAPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.

10. The LAPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitations Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing that law, 28 CFR Part 42, Subparts C, F, G, H, and I.
11. The LAPD agrees that an authorized officer or employee will execute and return to the DEA the attached Office of Justice Programs (OJP) Form 4061/6 (3-91), *Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The LAPD acknowledges that this Agreement will not take effect and no federal funds will be awarded to the LAPD until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the LAPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The LAPD agrees to provide vehicles for the officer assigned to HIDTA and to allow immediate access to the vehicle to respond to emergency callouts and to conduct investigations. The LAPD procedure for reporting and investigating automobile accidents involving LAPD vehicles shall apply.
14. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officers while on duty and acting within the scope of federal employment, to the extent permitted by the Federal Torts Claim Act.
15. The term of this Agreement shall commence on the date signed by the Special Agent in Charge until September 30, 2017. This Agreement may be terminated by either party with thirty (30) days advance written notice. The billings for any outstanding obligations must be received by the DEA within ninety (90) days of the date of termination of this Agreement.


For the Drug Enforcement Administration:



John S. Comer
Special Agent in Charge

Date: 4/24/17

For the Los Angeles Police Department:



Charlie Beck
Chief of Police

Date: 4/11/17